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Attorney for Plaintiff Mohammad Ali Hedayati
and Plaintiff Mohammad Hedayati

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

MOHAMMAD ALI HEDAYATI;
MOHAMMAD HEDAYATI

Plaintiffs,

VS

THE PERRY LAW FIRM, APLC; AND
DOES 1-10

Defendant

Case No. 8:17-cv-00688-DOC-DFM

FIRST AMENDED COMPLAINT FOR
DAMAGES FOR VIOLATIONS OF
THE FAIR DEBT COLLECTION
PRACTICES ACT (15 U.S.C. §§ 1692,
ET SEQ

Now COMES plaintiffs MOHAMMAD ALI HEDAYATI (“non-homeowner Hedayati”) and MOHAMMAD HEDAYATI (“homeowner Hedayati”) by and through their attorney THE LAW OFFICE OF ANDREW P RUNDQUIST, in their claim for damages against defendant THE PERRY LAW FIRM, APLC; and DOES 1-10, Inclusive.

I. INTRODUCTION

1. This is a consumer action brought pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692, *et. seq.*, that was enacted by the

1 United States Congress after it found abundant evidence of the use of abusive,
 2 deceptive and unfair collections practices by many debt collectors contributing to
 3 personal bankruptcies, marital instability, loss of jobs and invasions of individual
 4 privacy. Congress intended the FDCPA to eliminate abusive debt collection
 5 practices by debt collectors, to insure those debt collectors who do refrain from
 6 using abusive debt collection practices are not competitively disadvantaged and to
 7 promote consistent State action to protect consumers against debt collections
 8 abusers.

9

10 **II. JURISDICTION**

11 2. Subject matter jurisdiction of this Court arises under 28 U.S.C. §§
 12 1331, 1337 and 15 U.S.C. § 1692k(d). Supplemental jurisdiction exists for the
 13 state law claims, if any, pursuant to 28 U.S.C. § 1337. Declaratory relief is
 14 available pursuant to 28 U.S.C. §§ 2201, 2202.

15 3. This action arises out of Defendant's violations of the FDCPA, 15
 16 U.S.C. § 1692, *et. seq.* While many of the violations are described below with
 17 specificity, this Complaint alleges violations of the statutes cited in their entirety.

18

19 **III. VENUE**

20 4. Venue in this judicial district is proper pursuant to 28 U.S.C. §
 21 1331(b)(2) in that a substantial part of the events or omissions giving rise to the
 22 claim occurred in this judicial district. Venue is also proper in this judicial district
 23 pursuant to 15 U.S.C. § 1692k(d) in that Defendant transacts business in this
 24 judicial district and the violations of the FDCPA complained of occurred in this
 25 judicial district.

26

27 **IV. PARTIES**

28 5. Plaintiff non-homeowner MOHAMMAD ALI HEDAYATI is a

1 natural person residing in Orange County, California. At all relevant times,
2 MOHAMMAD ALI HEDAYATI was and is a “consumer” within the meaning of
3 15 U.S.C. § 1692(a)(3). Non-homeowner MOHAMMAD ALI HEDAYATI has
4 never resided at, nor owned any interest in the foreclosure address 5011 Corkwood
5 Ln, Irvine Ca.

6 6. Plaintiff homeowner MOHAMMAD HEDAYATI is an individual
7 and resident of Orange County, California. At all relevant times alleged herein,
8 Plaintiff homeowner MOHAMMAD HEDAYATI was and is the owner of the
9 premises located at 5011 Corkwood Ln, Irvine California, which is located within
10 the Parkside Community Association development and he is a member of the
11 Association. At all relevant times Plaintiff homeowner HEDAYATI was and is a
12 “consumer” within the meaning of 15 U.S.C. § 1692(a)(3) and a “debtor” within
13 the meaning of Cal. Civil Code § 1788.2(h).

14 7. Defendant THE PERRY LAW FIRM, APLC (“PERRY”) is a
15 corporation organized under the laws of the state of California and its principal
16 place of business is located at 20523 Crescent Bay Dr. Fl. 2, Lake Forest, Orange
17 County, CA 92630. PERRY may be served as follows: The Perry Law Firm,
18 APLC, c/o Michael R. Perry, Founder / Senior Partner, 20523 Crescent Bay Dr. Fl.
19 2, Lake Forest, Orange County, CA 92630. Upon information and belief, the
20 principal business of PERRY is the collection of defaulted consumer debt using the
21 mails, telephone and other instrumentalities of interstate commerce and PERRY
22 regularly attempts to collect, both directly and indirectly, consumer debt asserted to
23 be due another. Per its website, PERRY has collected over \$4,000,000.00 in
24 delinquent common-interest-development assessments since 2011 for its more than
25 250 community association clients. *See* <https://perrylaw.us>. PERRY is thus a “debt
26 collector” per 15 U.S.C. § 1692a(6).

1 8. Defendant DOE is an unknown individual or business entity engaged
2 in the business of collecting defaulted consumer debt in this state. The true name
3 of Defendant DOE is unknown to Plaintiffs at this time and Plaintiffs therefore sue
4 said Defendant by such fictitious name. Plaintiffs are informed and believes, and
5 thereon alleges, that at all relevant times, Defendant DOE was an individual,
6 limited liability company, corporation or business entity of unknown form that has
7 resided in, has done or is doing business in the state of California. Plaintiffs will
8 seek leave of the Court to replace the fictitious name of Defendant DOE with the
9 true name when Plaintiffs discover it. Plaintiffs are informed and believes, and
10 thereon alleges, Defendant DOE is a “debt collector” within the meaning of 15
11 U.S.C. § 1692a(6). Plaintiffs are informed and believes, and thereon alleges,
12 Defendant DOE is vicariously liable to Plaintiffs for the acts of PERRY.
13

14 9. At all relevant times, each Defendant has committed acts, caused
15 others to commit acts, ratified the commission of acts or permitted others to
16 commit acts alleged herein and has made, caused, ratified or permitted others to
17 make the untrue or misleading representations alleged herein.

18 10. Each reference herein to “Defendant,” “Defendants” or a specifically
19 named Defendant refers to each of the DOE defendants sued under fictitious
20 names. Each reference herein to any act of “Defendant,” “Defendants” or a
21 specifically named defendant shall mean that each Defendant acted individually
22 and jointly with the other Defendants. Unless otherwise indicated, the use of any
23 Defendant’s name herein includes all agents, employees, officers, members,
24 directors, heirs, successors, assigns, principles, trustees, sureties, subrogees,
25 representatives, and insurers of that Defendant.

V. FACTUAL ALLEGATIONS

A. PERRY Commences a Foreclosure Lawsuit and Obtains a Judgment Related to Unpaid HOA Assessments Arising From 5011 Corkwood Ln, Irvine Ca.

11. On August 27, 2015, PERRY filed a foreclosure lawsuit on behalf of its client Parkside Community Association in Orange County Superior Court under Case# 30-2015-00806689-CL-BC-CJC against homeowner Plaintiff Mohammad Hedayati to recover delinquent common-interest-development assessments related to real property located at 5011 Corkwood Ln, Irvine, Orange County, CA 92614. The alleged obligation, per PERRY'S lawsuit, was related to "the regular maintenance, special, capital improvement, reimbursement, and/or other assessments or duly-levied fines" and totaled \$7,635.26. These homeowner's dues were assessed for services the HOA rendered in maintaining and improving the private residence located at 5011 Corkwood Ln. and the common areas around the private residence. The HOA'S services were for the benefit of the private residence insofar as the services maintained and improved the aesthetic and infrastructure of the Common Interest Development, and thus maintained and improved the value of the private residence. The homeowner's dues were also used for HOA administration, insurance, management and operation and maintenance of common areas for which each owner in the HOA had an interest appurtenant to the owner's lot. The alleged obligation was thus incurred primarily for personal, family or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5).

12. On January 1st, 2016, Judge Corey S. Cramin entered judgment in the HOA Foreclosure lawsuit in favor of Parkside Community Association and against

1 homeowner Mohammad Hedayati in Orange County Superior Court under Case#
2 30-2015-00806689-CL-BC-CJC in the amount of \$10,684.38.
3

4 **B. As a Result of the Judgment in the HOA Foreclosure Lawsuit,**
5 **Defendant PERRY Promptly Records Abstracts of Judgment**
6 **in 5 California Counties.**

7 13. An abstract of judgment is recorded by the prevailing party after a
8 court has awarded judgment and it attaches to all the losing party's ownership
9 interests in real property in the county in which the abstract is recorded. (CCP §
10 697.340.)

11 14. On 3/22/16, PERRY had recorded in Riverside County Recorder's
12 Office an Abstract of Judgment assigned Document Number 2016-0109370.

13 15. On March 21st, 2016, PERRY had recorded in Los Angeles County
14 Recorder's Office an Abstract of Judgment assigned number 20160307132.

15 16. On March 24th, 2016, PERRY had recorded in San Diego County
16 Recorder's Office an Abstract of Judgment assigned "Document # 2016-0133263".

17 17. On March 22nd, 2016, PERRY had recorded in Orange County
18 Recorder's Office an Abstract of Judgment assigned number 2016000118166.

19 18. On March 24th, 2016, PERRY had recorded in San Bernardino
20 County Recorder's Office an Abstract of Judgment assigned Document number
21 20160111478.
22

23 **C. As Result of Judgment Obtained by Perry, in March 2016**
24 **Plaintiff Non-homeowner Mohammad Ali Hedayati**
25 **Receives A Sundry of County Recorders Notifying Him of**
26 **Attachment of Involuntary Liens.**

27 19. As a result of Defendant PERRY effectuating service of the HOA
28

1 Foreclosure Lawsuit on Plaintiff non-homeowner in September 2015, on or about
2 March 23rd, 2016 Plaintiff non-homeowner Mohammad Ali Hedayati received
3 **NOTICE OF INVOLUNTARY LIEN** from the Los Angeles Recorder against
4 Plaintiff's property, which stated in part,

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6

7 **NOTICE OF INVOLUNTARY LIEN**

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9 California Government Code Section 27297.5 requires the County Recorder to notify
10 persons against whom an involuntary lien has been recorded.

11 You are hereby notified that the enclosed document may constitute a lien against your
12 real property.

13 California law provides that a lien cannot be released without a signed release from the
14 claimant.

15 You may wish to contact the lien claimant or your attorney regarding this matter.
16 This department has no involvement with the placement of the lien on your
17 property. This is merely a notification, as required by State Law, to assure that
18 you are aware of the lien.

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- PLEASE DO NOT TELEPHONE THE RECORDER'S OFFICE.
- WE HAVE NO ADDITIONAL INFORMATION REGARDING THIS MATTER.
- CONTACT THE PERSON CLAIMING THIS LIEN AGAINST YOU.

7

1 20. On or about March 29th, 2016, Plaintiff non-homeowner received
2 notice from the Orange County Recorder's office an involuntary lien "**has been**
3 **recorded in our office that references your last known address,**" as reflected
4 below

5
6 **Dear HEDAYATI MOHAMMAD:**

7 Please find enclosed a recent recording that may affect your property.

8
9 As you may know, one of the services that the Orange County Clerk-Recorder provides is the
10 examining and recording of all documents that deal with establishing ownership of real property
11 in the county. The department also records other documents such as deeds of trust, releases and
liens.

12 As a courtesy, this letter is to inform you that a lien has been recorded in our office that
13 references your last known address. A copy of the recorded lien has been included for your
14 reference. For your information, a lien is a claim placed against real or personal property for
the satisfaction of some debt or duty.

15 **Please refer to the enclosed copy of the lien for more information concerning this matter.
You may also wish to contact an attorney for more details.**

16 Thank you.

17
18
19 Document Title: ABSTRACT JUDGMENT
20 Document Number: 2016000118166
21 Claimant: PARKSIDE COMMUN ASSN

1 21. On or about March 29th, 2016, Plaintiff non-homeowner
2 received notice from the San Bernardino Recorder, stating in part

3 **NOTICE OF INVOLUNTARY LIEN RECORDED WITH THE**
4 **OFFICE OF THE SAN BERNARDINO COUNTY RECORDER**

5
6 **Pursuant to Government Code Section 27297.5, the County**
7 **Recorder must notify persons against whom an involuntary lien**
8 **is recorded. You are hereby notified that a copy of the recorded**
9 **document enclosed may be a lien against your real property.**

10 **The Recorder's Office has no further information or documentation**
11 **in this matter.**

12 **Any questions or inquiries you may have must be directed to the**
13 **plaintiff, creditor, or attorney shown on the enclosed copy.**

14 **D. In April and May 2016, PERRY Promises to Release the**
15 **Judgment Liens Recorded as Result of Judgment Obtained**
16 **in the HOA Foreclosure Lawsuit.**

17 22. On April 27, 2016, Dena N. Sites Esq., who was and is employed by
18 Defendant PERRY, received a voicemail from attorney Michael Ayaz Esq., who
19 was calling on behalf of Plaintiff homeowner Mohammad Hedayati, which stated
20 in part,

21 4/27/2016 Received voicemail from attorney Mike Ayaz. Called Mike Ayaz back and he wanted Dena N. Sites
22 us to set aside the default judgment. He says that service was not valid in that we
23 served the wrong Mohammad Hedayati. He said we served Mohammad Ali Hedayati,
24 who is his client's brother, but they are not on speaking terms. I asked what his client's
25 middle name is and he did not know. He will try to obtain that. I also asked for a
confirmation email stating that he in fact represents the debtor in this matter - I am
awaiting receipt of that email. Mike Ayaz's telephone # is [REDACTED]

26
27 23. On May 9th, 2016, Dena N. Sites Esq., who was and is employed by
28 Defendant PERRY, received email correspondence from attorney Michael Ayaz

1 Esq., who was writing on behalf of Plaintiff homeowner Mohammad Hedayati, and
2 informed Defendant PERRY, "You not only inappropriate served the summons
3 and complaint, you continued to mail documents (abstract of judgment) to the
4 same inappropriate address." Mr Ayaz, Esq. implored Defendant PERRY to
5 "...remove the lien which were clearly entered by the court without knowledge that
6 you served the wrong party." See highlighted portions below

7

8 5/9/2016 Below email with attached docs is saved to the X-drive:

Dena N. Sites

9 From: Mike Ayaz <mike@rablake.com>
10 Date: May 9, 2016 at 11:08:34 AM PDT
To: "dena650@yahoo.com" <dena650@yahoo.com>
11 Subject: Parkside v Hedayati
Ms. Sites:

12 I have located the documents you requested that show that you served the wrong
13 person in this matter. You served the defendants estranged brother at a business
which my client has no interest or ownership. You not only inappropriate served the
summons and complaint, you continued to mail documents (abstract of judgment) to
the same inappropriate address.

14 This is a HOA matter , in which you represent the HOA and related to a residential
15 property and issues thereon (governed by your client). Instead of serving my client at
16 his home address, which is the subject of the dispute and would be the most
logical/reasonable service starting point to insure proper service, you chose to serve
another party at a business address.

17 I would again ask you to voluntary set aside the judgment and remove the lien which
were clearly entered by the court without knowledge that you served the wrong party.
18 You need to respond quickly and have until the close of business tomorrow or we will
be forced to used my client's limited funds (which we would rather use to pay towards
19 settling this matter) to prepare and file a motion to set aside. Considering the
documents provided herein and our repeated requests, we will seek, to the extent
20 possible any and all fees associated with having to undertake the preparation and
filing of a motion to set aside.

21 Very Truly Yours,
22 Michael Ayaz
23 Blake & Ayaz, A Law Corporation

1 24. On May 12th, 2016, Dena N. Sites Esq., who was and is employed by
2 Defendant PERRY, notifies Michael Ayaz Esq. PERRY “will withdraw the
3 judgment liens”, as highlighted below.

4
5 5/12/2016 Mike,

Dena N. Sites

6 Your client's provision of a USFlooring email address to our Firm makes me doubtful
7 of his veracity that he is not affiliated with USFlooring. Nonetheless, I will stipulate to
8 set aside the judgment even without a stipulated settlement. I will send you the
9 stipulation by Monday since you will be out of the office tomorrow. Your client will be
responsible for paying any first appearance fee associated with the stipulation. **We will**
withdraw the judgment liens, however, the assessment lien will remain on the property
as it was properly recorded and notice was sent to your client's property address.

10 Best,
11 Dena N. Sites

12 F. **Eventually the HOA Foreclosure Judgment is Set Aside and**
Defendant PERRY subsequently effectuates service of the
Foreclosure lawsuit on Homeowner Plaintiff Mohammad
Hedayati.

13 25. On June 6th, 2016, Judge Corey Cramin signed a joint stipulation in
14 the matter Parkside Community Association v. Mohammad Hedayati court file #
15 30-2015-00806689, whereby the proof of service was withdrawn and the default
16 and default judgment were set aside. The joint stipulation was agreed upon due to
17 “Defendant did not have actual notice of this action”, i.e. homeowner Plaintiff
18 Mohammad Hedayati did not have notice of the HOA Foreclosure Lawsuit
19 Defendant PERRY filed on behalf of its client Parkside Community Association.

20 26. Service of the summons and complaint in the HOA foreclosure
21 lawsuit Parkside Community Association v Mohammad Hedayati occurred on
22 November 15th, 2016.

23 27. On January 30th, 2017, Mohammad Hedayati filed his answer in the
24 HOA foreclosure lawsuit, which is currently pending.

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2 **VI. FIRST CAUSE OF ACTION: VIOLATION OF THE**
3 **FDCPA (15 U.S.C. §§ 1692, ET. SEQ.)**

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5 **A. An Abstract of Judgment Attaches to All of the Judgment**
6 **Debtor's Current and Future Interests in Real Property in Each**
7 **County in Which the Abstract is Recorded and Makes the**
8 **Judgment Creditor a Secured Creditor.**

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29. A party who obtains a money judgment may create a judgment lien on real property owned by the judgment debtor by recording an abstract of judgment with a county recorder. (Code Civ. Proc., §§ 674, 697.310.) The abstract of judgment attaches to all the judgment debtor's ownership interests in real property in the county where the abstract is recorded, makes the judgment creditor a secured creditor and attaches to real property acquired by the debtor in the future. (§ 697.340; *Federal Deposit Ins. Corp. v. Charlton* (1993) 17 Cal.App.4th 1066, 1070 (Charlton).)

30. An abstract of judgment is recorded by the prevailing party after a court has awarded judgment and it attaches to all the losing party's ownership interests in real property in the county in which the abstract is recorded. (CCP § 697.340.)

31. CCP § 697.370(a) allows the Judgment Creditor to release from the judgment lien all or part of the real property subject to the lien and a release is sufficient if executed by the judgment creditor containing all the information detailed in CCP § 697.370(a)(1) -(5). The Judgment Creditor may release from the judgment lien all or a part of the real property subject to the lien by recording with the county recorder a properly executed release. CCP § 697.400(c).

1 **B. Defendant Violated the FDCPA Because it Remains**
2 **Recalcitrant in Failing to Release the Judgment Liens**
3 **Issued as a Result of the Judgment Obtained in HOA**
4 **Foreclosure Lawsuit.**

5
6 31. Plaintiffs brings this first claim for relief against Defendant under the
7 FDCPA, 15 U.S.C. §§ 1692. Plaintiffs incorporates all preceding paragraphs in this
8 Complaint as though fully set forth herein.

9 32. Plaintiff non-homeowner Mohammad Ali Hedayati is a “consumer” as
10 that term is defined by 15 U.S.C. § 1692a (3).

11 33. Plaintiff homeowner Mohammad Hedayati is a “consumer” as that
12 term is defined by 15 U.S.C. § 1692a (3).

13 34. Defendant is a “debt collector” as that term is defined by 15 U.S.C.
14 § 1692a (6).

15 35. The financial obligation alleged to be owed by Plaintiff non-
16 homeowner Mohammad Ali Hedayati as a result of receiving notice from
17 numerous County Recorders notifying him of the attachment of involuntary liens is
18 a “debt” as that term is defined by 15 U.S.C. § 1692a (5).

19 36. The financial obligation alleged to be owed by Plaintiff homeowner
20 Mohammad Hedayati is a “debt” as that term is defined by 15 U.S.C. § 1692a (5).

21 37. Defendant has violated the FDCPA. The violations include, but are
22 not limited to, Defendant’s conduct runs afoul of the FDCPA in that failing to
23 record lien releases, the outstanding judgment liens violate 15 U.S.C. §
24 1692e(2)(A) by falsely representing the character and legal status of the debt in the
25 respective County Register of Actions by declaring and publishing Defendant
26 maintains a valid final judgment on behalf of client/judgment creditor, despite the
27 judgment being set aside in June 2016 and Plaintiff homeowner Mohammad
28 judgment being set aside in June 2016 and Plaintiff homeowner Mohammad

1 Hedayati being served the summons and complaint of the HOA Foreclosure
2 lawsuit in November 2016. Furthermore, the outstanding judgment liens represent
3 they will attach to all real property currently owned by Plaintiff homeowner
4 Mohammad Hedayati and any property Plaintiff homeowner Mohammad Hedayati
5 may acquire in the future and enforce the liens through forced sale of Plaintiff
6 homeowner Mohammad Hedayati's property.

7 38. Judgment liens by operation of law attach to any real property owned
8 by Judgment Debtor, i.e. counties of Orange, Los Angeles, San Bernardino,
9 Riverside and San Diego. Consequently, the outstanding judgment liens as
10 published in the respective County Recorders' Offices violate 15 U.S.C. §
11 1692e(4) by creating the false, deceptive, and/or misleading representation and
12 implication Defendant on its client's behalf, retains the right to enforce the
13 judgment lien through the seizure, attachment or sale of Plaintiff non-homeowner
14 Mohammad Ali Hedayati or Plaintiff homeowner Mohammad Hedayati's property,
15 despite the judgment being set aside June 2016 and Plaintiff homeowner Hedayati
16 being served the summons and complaint of the HOA Foreclosure lawsuit in
17 November 2016.

19 39. Judgment liens by operation of law attach to any real property owned
20 by a Judgment Debtor, i.e. counties of Orange, Los Angeles, San Bernardino,
21 Riverside and San Diego. Defendant's maintenance of the judgment liens violates
22 15 U.S.C. § 1692e(5) by threatening to take any action that cannot legally be taken
23 or that is not intended to be taken by wrongfully publicizing in the County
24 Registers of Action valid judgment liens remain intact and will attach to all real
25 property owned by Plaintiffs in the future, despite the judgment being set aside.

26 40. Defendant's conduct runs afoul of the FDCPA in that it violates 15
27 U.S.C. §§ 1692e, e(10): using false, misleading and deceptive means in connection
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1 with the attempt to collect a debt insofar as Defendant falsely represented
2 Plaintiffs' property could be legally encumbered by a judgment lien, despite
3 judgment being set aside in June 2016. The outstanding judgment liens as made
4 public on the respective County Recorders' Offices falsely represent Parkside
5 Community Association retains a valid enforceable final judgment against Plaintiff
6 and can enforce the judgment lien through seizure, attachment or sale of Plaintiffs'
7 property. This constitutes a violation of 15 U.S.C. § 1692e(10).

8 41. Defendant's conduct runs afoul of the FDCPA in that it violates 15
9 U.S.C. § 1692f: Defendant employed unfair and/or unconscionable means to
10 collect an alleged debt from Plaintiff in violation of 15 U.S.C. § 1692f by
11 maintaining the outstanding judgment liens and failing to record lien releases with
12 the respective county recorders, despite promising to withdraw the Judgment Liens
13 in May 2016, obtaining a court order setting aside the judgment in June 2016 and
14 Plaintiff homeowner Hedayati being served the summons and complaint of the
15 HOA Foreclosure lawsuit in November 2016. By failing to record lien releases,
16 the outstanding judgment liens as made public on the respective County Recorders'
17 Offices falsely represent Parkside Community Association retains a valid
18 enforceable final judgment against Plaintiff homeowner Mohammad Hedayati and
19 can enforce the judgment lien through seizure, attachment or sale of Plaintiff
20 Mohammad Hedayati's property. This constitutes a violation of 15 U.S.C. § 1692f.

22 42. Defendant violated 15 U.S.C. § 1692f(1) by attempting to collect an
23 amount on a debt not permitted by law by faithfully maintaining its recorded liens
24 and failing to record lien releases with the respective county recorders.

25 43. Outstanding judgment liens as published on the County Recorders'
26 Offices continue to expose Plaintiffs to publicity, which cause at least as much
27 improper public exposure as communicating with a consumer via post card or
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1 sending mail with a symbol other than the debt collector's address. See 15 U.S.C.
2 § 1692f(7)-(8).

3 44. Defendant violated 15 U.S.C. § 1692f(6) as maintaining the validity
4 of the judicial liens recorded against Plaintiffs' property as published in the
5 respective County Recorders is comparable to taking or threatening to take a non-
6 judicial action to effect the dispossession of property in which the debt collector
7 has no enforceable security interest, despite the judgment being set aside in June
8 2016 and Plaintiff homeowner Hedayati being served the summons and complaint
9 of the HOA Foreclosure lawsuit in November 2016.

10 45. Defendant's conduct runs afoul of the FDCPA in that it violates 15
11 U.S.C. § 1692d: engaging in conduct the natural consequence of which was to
12 harass, abuse and oppress Plaintiffs. Defendant employed unfair and/or
13 unconscionable means to collect an alleged debt from Plaintiffs in violation of 15
14 U.S.C. § 1692d by maintaining the outstanding judgment liens and failing to record
15 lien releases with the respective county recorders, despite promising to withdraw
16 the Judgment liens in May 2016, having the Judgment being set aside in June 2016
17 and Plaintiff homeowner Hedayati being served the summons and complaint of the
18 HOA Foreclosure lawsuit in November 2016. By failing to record lien releases,
19 the outstanding judgment liens as made public on the respective County Recorders'
20 Offices falsely represent Parkside Community Association retains a valid
21 enforceable final judgment against Plaintiffs and can enforce the judgment lien
22 through seizure, attachment or sale of Plaintiffs' property.

23 46. Defendant's acts as described above were done knowingly and
24 intentionally with the purpose of coercing Plaintiffs to pay a debt and to perfect its
25 attachment rights to any property owned by Plaintiffs.

26 47. Because of Defendant's violations of the FDPCA, Plaintiffs have been
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caused to suffer mental anguish by way of embarrassment, shame, anxiety, fear, and feelings of despair.

48. The outstanding judgment liens, despite Defendant's promise in May 2016 to withdraw the judgment liens and the Court entering an order setting aside the judgment in 2016, continues to expose Plaintiffs to publicity and damage to their credit.

49. As a result of Defendant's violations of the FDPCA, Plaintiffs are entitled to an award of statutory damages, actual damages, costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray this Court:

- Assume jurisdiction in this proceeding;
- Declare Defendant violated the FDCPA, including, but not limited to, 15 U.S.C. §§ 1692e, 1692e(2)(A), 1692e(4), 1692e(10), 1692d, 1692f, 1692f(1) and 1692f(6);
 - Award Plaintiffs actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
 - Award Plaintiffs the maximum amount of statutory damages available pursuant to 15 U.S.C. § 1692k(a)(2);
 - Award Plaintiffs the costs of this action and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3); and
 - Award Plaintiffs such other and further relief deemed proper and just.

Date: September 20th, 2017

Respectfully submitted,

The Law Office of Andrew P Rundquist

By: /s/ Andrew Rundquist

Andrew Rundquist (SBN: 262523)
Attorney for Plaintiff Mohammad Ali
Hedayati and Plaintiff Mohammad
Hedayati

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE Plaintiff Mohammad Ali Hedayati and Plaintiff Mohammad Hedayati hereby demand a trial by jury of all triable issues of fact in the above-captioned case.

By: /s/ Andrew Rundquist

Andrew Rundquist (SBN: 262523)
Attorney for Plaintiffs

PROOF OF SERVICE

I am over the age of 18 and not a party to this action.

I am a resident of or employed in the county where the mailing occurred; my business address is Law Office of Andrew P. Rundquist, 501 W Broadway Suite A144, San Diego, CA. 92101.

On September 20th, 2017 I served the foregoing document(s):

First Amended Complaint for Damages for Violations of the FDCPA

CM/ECF-by transmitting electronically the document(s) listed above to the electronic case filing system on this date before 11:59pm. The Court's CM/ECF system sends an email notification of the filing to the parties and counsel of record who are registered with the Court's CM/ECF system.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 20th, 2017, San Diego, CA

By: /s/ Andrew P Rundquist
Andrew P Rundquist